

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

Case No. 4:18-cv-13030
Hon. Matthew F. Leitman

v.

FAMILY DOLLAR STORES OF
MICHIGAN, LLC

Defendant.

CONSENT DECREE

The Equal Employment Opportunity Commission (the “EEOC” or the “Commission”) instituted this action against the Defendant, Family Dollar Stores of Michigan, LLC (the “Defendant”) pursuant to Title I of the Americans with Disabilities Act (ADA) of 1990 and Title I of the Civil Rights Act of 1991 alleging unlawful employment practices based on disability and to provide relief to the Charging Party, Dennis Credit. Defendant denies that it discriminated against Dennis Credit on the basis of his disability, or otherwise violated the ADA. The Commission and Defendant agree that this action should be resolved by entry of this Consent Decree.

This Consent Decree shall be a final and binding settlement in full disposition of all claims raised in the complaint filed by the Commission in Case No. 2:18-cv-13030. It is therefore the finding of this Court, made on the pleadings and record as a whole,

that: 1) the Court has jurisdiction over the parties and subject of this action; 2) the purpose and provisions of the ADA will be promoted and effectuated by entry of this Consent Decree; and 3) this Consent Decree resolves all issues raised by the Commission's complaint in this case as provided below. It is hereby ORDERED, ADJUDGED AND DECREED:

MONETARY RELIEF

1. Within 15 business days from entry of this Consent Decree, and receipt of a W9 and W4 for Dennis Credit, whichever is later, Defendant shall pay Dennis Credit the total sum of \$25,000.00. Of this monetary payment, \$9,980.54 shall be considered back pay, and \$15,019.46 shall be considered compensatory damages. Defendant shall issue a W-2 for the amount designated as back pay, less appropriate taxes and withholdings, and a 1099-MISC for the remaining amount, in the ordinary course of business. Defendant shall not deduct the amount of the employer's share of any costs, taxes, or social security payments required by law to be paid by the Defendant. Payment of the back pay and compensatory damages shall be mailed to Dennis Credit at the address provided by counsel for the Commission. A copy of each check shall be mailed to Kenneth L. Bird, c/o Nedra Campbell, Trial Attorney, EEOC, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226 and shall also be sent via email to monitoring-eeoc-indo@eeoc.gov.

NON-DISCRIMINATION AND RETALIATION

2. Defendant shall not refuse to hire an individual because of a disability and shall comply with all requirements of the ADA, as amended.

3. Defendant shall not retaliate against any employee because s/he: (i) opposes discriminatory practices made unlawful by the ADA; (ii) files a charge of discrimination or assists or participates in the filing of such a charge; or (iii) assists or participates in an investigation or proceeding brought under the Federal laws prohibiting discrimination or retaliation.

TRAINING

4. Within ninety (90) days after the Consent Decree has been entered by the Court, Defendant shall provide mandatory training to the Regional Human Resources Manager(s) with responsibility for the district that Store #8780 is in, as well as all store managers, and district managers, within the same district as Store #8780. This training will focus on the requirements of the Americans with Disabilities Act of 1990, as amended and include scenarios relevant to the workplace. In addition, for the duration of this Decree, this training shall be provided to each new employee promoted to or hired as a store manager or district manager for a store in the same district as Store #8780 within ninety (90) days of being hired or promoted.

5. The training will include information regarding the meaning of an individual with a “disability” under the ADA, the Defendant’s duty to make hiring decisions based on qualifications, rather than its fears and stereotypes about a disabled applicant, the duty to provide a reasonable accommodation to qualified individuals with a disability, and the duty to make an individualized assessment of any qualified individuals with a disability in determining whether the employee can perform the essential functions of a job with or without a reasonable accommodation. The training shall also include scenarios regarding applicants with a visible impairment or who inform Defendant during the hiring process that s/he is disabled. Within 120 days after the Consent Decree has been entered by the Court, Defendant will provide the Commission with a certification that such managers and human resource personnel have been trained. This information shall be provided to Kenneth L. Bird, Regional Attorney, c/o Nedra Campbell, Trial Attorney, EEOC, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226 via regular mail and shall also be sent via email to monitoring-eeoc-into@eeoc.gov.

NOTICE POSTING

6. Defendant shall post the Notice attached as Attachment A in a conspicuous place at Store #8780, where employee notices are posted within 30 days after entry of this Consent Decree. This Notice shall be posted throughout the term of this Consent

Decree. Written confirmation that the Notice has been posted shall be mailed to Kenneth L. Bird, c/o Nedra Campbell, Trial Attorney, EEOC, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226 and shall also be sent via email to monitoring-eeoc-indo@eeoc.gov. Should the notice become defaced, marred or otherwise made unreadable, Defendant will post a readable copy of the Notice in the same manner as soon as practicable.

REPORTING

7. Defendant shall provide written verification within thirty (30) days of entry of the Consent Decree that it has posted the notice attached as Attachment A as required in paragraph 6 above.

8. For the duration of this Consent Decree, Defendant shall maintain a record of any and all complaints to Human Resources or the Legal Department, lawsuits, or demands for arbitration alleging disability based discrimination that are filed by employees or former employees or applicants at Store #8780. For each complaint, lawsuit, or demand for arbitration alleging disability discrimination filed by employees or former employees or applicants at Store #8780, Defendant shall include the following information: (a) name, job title of employee, former employee or applicant who filed the complaint, demand for arbitration or lawsuit; and (b) a copy of the complaint, demand for arbitration or lawsuit if requested by the EEOC. Within six (6) months of entry of

this Consent Decree, Defendant shall provide the Commission with a copy of this record. Defendant shall continue to provide a copy of this record on a semi-annual basis every six (6) months for the duration of the Consent Decree. If no complaints fitting the above description have been made, then Defendant shall also indicate this to the Commission. This information shall be provided to Kenneth L. Bird, Regional Attorney, c/o Nedra Campbell, Trial Attorney, EEOC, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226 via regular mail and shall also be sent via email to monitoring-eeoc-into@eeoc.gov.

DISPUTE RESOLUTION AND COMPLIANCE

9. The Commission shall have the right during regular business hours defined as Monday through Friday, 8:00 am to 9:00 pm, EST, to enter and inspect Store #8780 to ensure compliance with this Decree.

10. The Court shall retain jurisdiction and will have all available equitable powers, including injunctive relief, to enforce this Consent Decree. Upon motion of the Commission, the Court may schedule a hearing for the purpose of considering allegations of non-compliance with this Consent Decree. The parties shall engage in a good-faith effort to resolve any dispute as to compliance prior to seeking review by the Court.

11. The Commission may review compliance with this Decree. As part of such review, the Commission may, with the permission of the Defendant or leave of the Court, interview Defendant's employees, and examine and copy Defendant's documents which are pertinent to the Commission's allegations of non-compliance.

12. In the event the Court finds that Defendant has not complied with any provision of this Decree, and the Commission petitions the Court to order Defendant to comply, the Commission is entitled to a penalty as shall be deemed appropriate by the Court.

13. In the event the Court determines that Defendant has not complied, the Court may order appropriate relief including an extension of the Decree for the time necessary to remedy non-compliance, and whatever other relief the Court may deem appropriate.

DURATION

14. This Consent Decree shall expire within 2.5 years without further action by the Parties.

MISCELLANEOUS

15. Except as otherwise provided in paragraphs 12 and 13, each party shall bear its costs and attorney's fees incurred as a result of this action through the filing of this Consent Decree.

16. If any provision of this Consent Decree is found to be unenforceable by a Court, only the specific provision in question shall be affected and the other enforceable provisions shall remain in full force.

17. Defendant will not condition the receipt of individual relief on Credit's agreement to (a) maintain as confidential the terms of this decree or the facts or allegations underlying the litigation, (b) waive his statutory right to file a charge with any federal or state anti-discrimination agency, or (c) waive his right to apply for a position at any of Defendant's facilities.

18. The terms of this Consent Decree are and shall be binding upon the present and future owners, officers, directors, employees, creditors, agents, trustees, administrators, successors, representatives, and assigns of Defendant. Before selling any or all of the business, Defendant shall notify all potential buyers and bidders of this Decree and its terms. Among other things, the notice shall include a copy of this Decree, personally served by Defendant.

19. Any modifications to this Consent Decree must be approved by the Court.

20. The Court shall retain jurisdiction of this case through the term of the Consent Decree.

**EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION**

**FAMILY DOLLAR STORES
OF MICHIGAN, LLC**

/s/ Nedra Campbell
NEDRA CAMPBELL (P58768)
Patrick V. McNamara Federal Bldg.
477 Michigan Ave, Room 865
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(313) 226-3410
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/s/ Emily M. Petroski
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(248) 936-1900
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Emily.Petroski@Jacksonlewis.com

Dated: October 30, 2019

Dated: October 30, 2019

IT IS SO ORDERED:

/s/Matthew F. Leitman
MATTHEW F. LEITMAN
UNITED STATES DISTRICT JUDGE

Dated: November 6, 2019

NOTICE TO ALL EMPLOYEES

Pursuant to the Americans with Disabilities Act, it is unlawful for an employer to discriminate against an employee in connection with job application procedures, hiring, firing, advancement, compensation, job training, and other terms, conditions, and privileges of employment because the employee is disabled, is regarded as being disabled, or has a record of disability.

Under the Americans with Disabilities Act, it is unlawful for an employer to refuse to hire an individual because s/he is disabled. Also, both a job applicant and an employee may be entitled to a reasonable accommodation for a disability.

Family Dollar supports and complies with the Americans with Disabilities Act in all respects.

Any individual who believes that s/he has not been hired or discharged because s/he is disabled or has been denied a reasonable accommodation can contact the EEOC directly at 1-800-669-4000. In compliance with federal law, Family Dollar Stores of Michigan, LLC will not retaliate against an employee who makes an internal complaint of discrimination or who contacts the EEOC or its state counterpart, the Michigan Department of Civil Rights.

FAMILY DOLLAR STORES OF MICHIGAN, LLC.

By:_____ Date _____

This Notice shall remain posted until April 30, 2022